

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

_____X

IN re: 18-46660 CEC

CHUKWUMA E. OSUJI

Debtor

CHAPTER 7

_____X

STELLA AJIE

Plaintiff

-against-

ANSWER TO COMPLAINT TO DENY
DICHARGE OF DEBTOR.

CHUKWUMA E. OSUJI

Defendant

_____X

CHUKWUMA E. OSUJI by and through his attorney EMMANUELLA AGWU, ESQ. for his answer to the Plaintiff's complaint herein set forth and alleges as follows:

1. Defendant admits the allegations contained in the first paragraph of the Plaintiff's complaint.
2. Defendant denies having any knowledge or information sufficient to form a belief as to the allegations contained in the third paragraph of the Plaintiff's complaint.
3. Defendant denies having any knowledge or information sufficient to form a belief as to the allegations contained in the first of the Plaintiff's complaint.
4. Defendant admits the allegations contained in the fourth paragraph of the Plaintiff's.
5. Defendant denies the allegations contained paragraph 5 in that the judgment was a default judgment.
6. Defendant admits the allegations contained in the sixth paragraph of the Plaintiff's complaint.

7. Defendant denies having any knowledge or information sufficient to form a belief as to the allegations contained in the seventh paragraph of the Plaintiff's complaint.
8. Defendant denies the allegations contained in paragraph 8 of the Plaintiff's complaint.
9. Defendant denies the allegations contained in paragraph 9 of the Plaintiff's complaint.
10. Defendant denies the allegations contained in paragraph 10 of the Plaintiff's complaint in that plaintiff mutilated and forged purported documents.
11. Defendant denies the allegations contained in paragraph 11 of the Plaintiff's complaint, in that part of the said loan was repaid.
12. Defendant admits the allegations contained in paragraph 12 of the Plaintiff's complaint, and states that plaintiff lacks standing to commence this lawsuit.
13. Defendant denies the allegations contained in paragraph 13 of the Plaintiff's complaint.
14. Defendant lacks sufficient knowledge or information regarding this allegation on paragraph 14.
- 15 Defendant denies having any knowledge or information sufficient to form a belief as to the allegations contained in the fifteenth paragraph of the Plaintiff's complaint.
16. Defendant denies the allegations contained in paragraph 16 of the Plaintiff's complaint.
17. Defendant denies the allegations contained in paragraph 17 of the Plaintiff's complaint.
18. Defendant denies the allegations contained in this complaint and opposes the demands of the plaintiff in the complaint, in that plaintiff lacks standing to commence this lawsuit and that the court must dismiss this action.

AS AND FOR AN ANSWER TO PLAINTIFF'S FIRST CLAIM TO RELIEF.

19. Defendant denies having any knowledge or information sufficient to form a belief as to the allegations contained in the nineteenth paragraph of the Plaintiff's complaint.

20. Defendant denies the allegations contained in this first claim for relief.

21. The Defendant has no assets to use in paying the plaintiff even as the plaintiff has not and cannot state any cause of action for relief stated.

AS AND FOR AN ANSWER TO PLAINTIFF'S SECOND CLAIM TO RELIEF.

22. Defendant denies the allegations contained in this second claim for relief.

23. The Defendant has no assets to use in paying the plaintiff even as the plaintiff has not stated any cause of action.

AFFIRMATIVE DEFENSES

As and for her affirmative defenses to the Complaint and without waiving or relinquishing any part of her Answer to the Complaint set forth above, all paragraphs of which are incorporated herein by reference, Defendant states as follows:

AND AS A FIRST AFFIRMATIVE DEFENSE:

24. The Plaintiff's complaint fails to state a cause of action against the defendant upon which any relief may be granted.

AND AS A SECOND AFFIRMATIVE DEFENSE:

25. The Plaintiff's complaint fails to allege facts sufficient to support a showing that the defendant may not be discharged in Bankruptcy.

AND AS A THIRD AFFIRMATIVE DEFENSE:

26. Plaintiff failed to name and join all necessary and essential parties to the lawsuit

AND AS A FOURTH AFFIRMATIVE DEFENSE:

27. Plaintiff failed to properly plead, describe or identify her authority and capacity to sue in this Bankruptcy action.

AND AS FOR A S FIFTH AFFIRMATIVE DEFENSE

28. The Plaintiff lacks standing to sue and the 2008 purported note signed by defendant was invalid in that the note violated the trust agreement and was void.

AND AS FOR A SIXTH AFFIRMATIVE DEFENSE.

29. Plaintiff did not meet the pleading requirement of 11U.S.C. § 727(a)(3) and in effect did not have standing to maintain the action because it could not plead facts sufficient to satisfy her demand that the defendant be disallowed discharge in bankruptcy.

AS AND FOR A SEVENTH TENTH AFFIRMATIVE DEFENSE

30. The purported note to the defendant was fraudulent, fabricated or otherwise ineffective.

AS AND FOR AN EIGHT AFFIRMATIVE DEFENSE

31. Defendant signed the note under DURESS and did not have opportunity to retain a counsel.

AS AND FOR A NINETH AFFIRMATIVE DEFENSE

32. The Plaintiff and its purported agents failed to credit or apply all collateral source payments that the Plaintiff has received or will be entitled to receive from any source as a result of the default claimed including credit default insurance, credit default swaps, federal or tarp funds or any other assistance or payment.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

33. This matter was already adjudicated and settled by an agency in Nigeria called EFCC

AS AND FOR A TENTH AFFIRMATIVE DEFENSE.

34. Plaintiff falsely claims that this note attached to the property whereas it is an unsecured and fraudulent loan and cannot attach to the property.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE:

35. The Plaintiff or it's purported predecessors in interest accelerated the subject loan through misrepresentation, mistake or fraud.

AS AND FOR A TWELVTH AFFIRMATIVE DEFENSE:

36. The subject loan was given in violation of Banking law 6-1 and 6-m.

AS AND FOR A THIRTHENTH AFFIRMATIVE DEFENSE

37. The Plaintiff violated the Federal Truth in Lending Act 15 USC 1601, et seq, by failing to disclose the finance charge, its direct and indirect charges incident to the extension of credit in violation of U. S. C 1638 (a) (3)

AS AND FOR A FOURTHENTH AFFIRMATIVE DEFENSE

38. The originating plaintiff failed to disclose material information and intentionally withheld material information in violation of the Banking Law 598.

AS AND FOR FIFTEENTH AFFIRMATIVE DEFENSE

39. The subject loan was predatory in that the plaintiff targeted the Defendant on the basis of their love affair and hoodwinked him because he lacked Knowledge.

AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE

40. A plaintiff's action is an equitable proceeding that may be denied if the Plaintiff comes to this court with unclean hands. The Plaintiff comes to this court with unclean hands.

AS AND FOR A SEVENTEENTH AFFRIMATIVE DEFENSE

41. Defendant states that he asserts these defenses based upon information presently available and in order to avoid waiver or default. Defendant reserves the right to withdraw any of these

affirmative defenses or to assert additional affirmative defenses as further information becomes available.

WHEREFORE, the Defendant Chukwuma E. Osuji respectfully demands judgment:

1. Dismissing the Plaintiff's complaint with prejudice, and the prayers for relief and the demands set forth in all paragraphs of the complaint be denied and dismissed with prejudice.
2. And granting such other and further relief as this court may deem just, proper and equitable.

To
H. Bruce Bronson Esq.
480 Mamaroneck Ave.
Harrison, NY 10528

Emmanuella Agwu Esq.,
90-25 161 Street (501)
Jamaica NY 11432

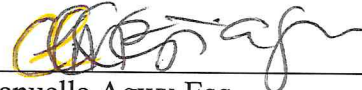
affirmative defenses or to assert additional affirmative defenses as further information becomes available.

WHEREFORE, the Defendant Chukwuma E. Osuji respectfully demands judgment:

1. Dismissing the Plaintiff's complaint with prejudice, and the prayers for relief and the demands set forth in all paragraphs of the complaint be denied and dismissed with prejudice.
2. And granting such other and further relief as this court may deem just, proper and equitable.

Queens NY

Date: March 20 2019



Emmanuella Agwu Esq.,
(Attorney for the defendant /Debtor)
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To
H. Bruce Bronson Esq.
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BANKRUPTCY CASE # 18-46660 CEC

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IN re:

CHUKWUMA E. OSUJI

Debtor

CHAPTER 7

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STELLA AJIE

Plaintiff

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ANSWER TO COMPLAINT TO DENY
DICHARGE OF DEBTOR.

CHUKWUMA E. OSUJI

Defendant

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ANSWER TO COMPLAINT TO DENY DICHARGE OF DEBTOR.

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